

# VEDDER PRICE

RECORDATION NO. 20174-J FILED

BARBARA C. KLABACHA  
312-609-7895

NOV 8 '00 3-26 PM  
TS  
SURFACE TRANSPORTATION BOARD

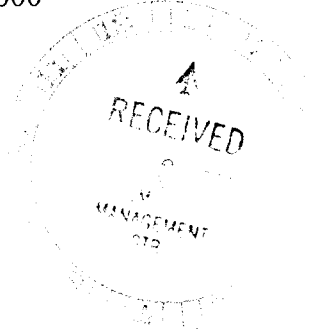
VEDDER, PRICE, KAUFMAN & KAMMHOLZ  
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A PARTNERSHIP INCLUDING VEDDER, PRICE, KAUFMAN & KAMMHOLZ, P.C.  
WITH OFFICES IN CHICAGO AND NEW YORK CITY

October 30, 2000

## BY UNITED STATES MAIL

Surface Transportation Board  
1925 K Street, NW  
Suite 714  
Washington, DC 20006  
Attention: Ms. Taleda Stokes



Re: Rail Logistics Services, Inc.

Dear Ms. Stokes:

Enclosed herewith for recording with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the U.S. Code, under recordation number 20174, is an original, fully executed and notarized document in connection with a primary document titled "Security Agreement" dated as of June 26, 1996 (as amended from time to time, the "Security Agreement") between Rail Logistics Services, Inc., as the debtor (the "Debtor"), and LaSalle Bank National Association, formerly known as LaSalle National Bank, as the secured party (the "Secured Party"). That document is an Eighth Amendment to Security Agreement dated as of October 5, 2000 ("Eighth Amendment"), which amends Schedule A to the Security Agreement to add as additional collateral thereto a certain locomotive identified as OHCR 2401 (Type SD20-2) (the "Additional Locomotive").

The names and addresses of the parties to the Eighth Amendment are as follows: the Debtor is Rail Logistics Services, Inc., a Delaware corporation whose principal place of business is located at 53 West Jackson Boulevard, Suite 335, Chicago, Illinois 60604; the Secured Party is LaSalle Bank National Association, formerly known as LaSalle National Bank, a national banking association whose principal place of business is located at 135 South LaSalle Street, Chicago, Illinois 60603.

A short summary for the Eighth Amendment to appear in the index is as follows:

An Eighth Amendment to Security Agreement, dated as of October 5, 2000, between Rail Logistics Services, Inc., as the debtor, and LaSalle Bank National Association, formerly known as LaSalle

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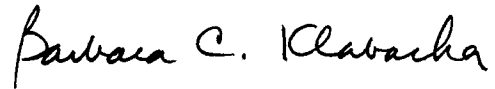
National Bank, as the secured party, amending Secured Party's security interest and lien to include a certain locomotive known as OHCR 2401 (Type SD-20-2).

Please apply the check previously forwarded in the amount of \$26.00 payable to the Surface Transportation Board to cover the recording fee prescribed by the Board in its rules and regulations.

Please acknowledge receipt of the enclosed documents by stamping and returning to me the enclosed copy of this letter together with the Eighth Amendment to Security Agreement, as filed.

If you have any questions with respect to the enclosed document, please call me collect.  
Thank you.

Very truly yours,

A handwritten signature in cursive script that reads "Barbara C. Klabacha".

Barbara C. Klabacha

## EIGHTH AMENDMENT TO SECURITY AGREEMENT

This EIGHTH AMENDMENT TO SECURITY AGREEMENT ("Eighth Amendment"), dated as of October 5, 2000, is made by and between RAIL LOGISTICS SERVICES, INC., a Delaware corporation having its principal place of business at 53 West Jackson Boulevard, Chicago, Illinois 60604 ("Borrower"), and LASALLE BANK NATIONAL ASSOCIATION, formerly known as LaSalle National Bank, a national banking association with its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603 ("Bank").

WHEREAS, the predecessor-in-interest to Borrower, Rail Logistics Services, Inc., a California corporation ("RLS-Cal") and Bank entered into a certain Security Agreement dated June 26, 1996 as amended by: (i) a certain First Amendment to Security Agreement dated as of March 12, 1997 by and between RLS-Cal and Bank; (ii) a certain Second Amendment to Security Agreement dated June 30, 1998 by and between RLS-Cal and Bank; (iii) a certain Third Amendment to Security Agreement dated November 6, 1998 by and between RLS-Cal and Bank (said Security Agreement, as amended, the "Original Security Agreement");

WHEREAS, RLS-Cal was merged into Borrower and, in connection with that certain Fourth Amendment to Security Agreement dated as of February 16, 1999, Borrower assumed all of RLS-Cal's obligations, duties and liabilities under the Original Security Agreement (as theretofore, thereby, thereafter and hereby amended from time to time, the "Security Agreement"); and

WHEREAS, Borrower and Bank amended the Security Agreement pursuant to (i) a certain Fifth Amendment to Security Agreement dated as of June 10, 1999, (ii) a certain Sixth Amendment to Security Agreement dated as of October 15, 1999, and (iii) a certain Seventh Amendment to Security Agreement dated as of November 15, 1999; and

WHEREAS, Borrower and Bank desire to amend certain provisions of the Security Agreement.

NOW THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms used herein without definitions shall have the meanings contained in the Security Agreement.

2. Amended Definitions. The last sentence of the first paragraph of the Security Agreement is hereby deleted and the following is inserted in its stead:

"Capitalized terms used but not defined herein shall have the meanings assigned to them in that certain Fifth Amended and Restated Promissory Note dated as of October 5, 2000 executed by Borrower for the benefit of Bank (said Fifth Amended and Restated Promissory Note, as the same may be amended or restated from time to time, is hereinafter referred to either as the "Note" or the "Loan Agreement").

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3. Additional Collateral. The following is added to Schedule A to the Security Agreement:

SD-20-2 locomotive (OHCR 2401)

4. Continuing Effect. Except as otherwise explicitly provided for herein, the terms and provisions of the Security Agreement remain in full force and effect.

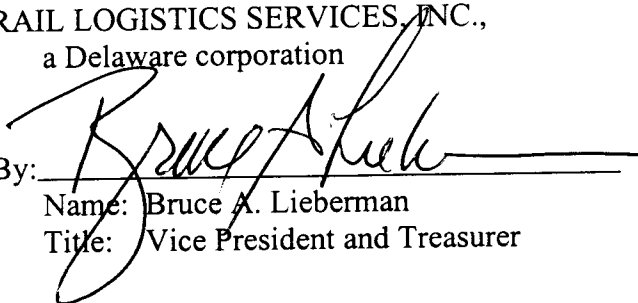
5. Counterparts. This Eighth Amendment to Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

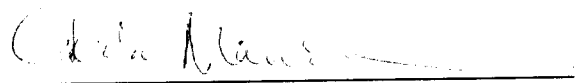
*(Signature Page to Eighth Amendment to Security Agreement)*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as an instrument under seal by their authorized representatives as of the date first written above.

RAIL LOGISTICS SERVICES, INC.,  
a Delaware corporation

By:   
Name: Bruce A. Lieberman  
Title: Vice President and Treasurer

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By:   
Name: Terri Maurer  
Title: First Vice President

STATE OF Illinois

)

) ss.

COUNTY OF Cook

)

On this 5 day of October, 2000, before me personally appeared Bruce A. Lieberman, to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of Rail Logistics Services, Inc., a Delaware corporation, and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Wonda Elaine Binns

Notary Public

My commission expires: 07/29/02

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF COOK            )

On this 5 day of October, 2000, before me personally appeared Terri Maurer, to me personally known, who, being by me duly sworn, says that she is a First Vice President of LaSalle Bank National Association, a national banking association, and is duly authorized to sign the foregoing instrument on behalf of said banking association, and she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking association.



Wonda Elaine Binns  
Notary Public

My commission expires: 07/29/02